

<i>SERFF Tracking Number:</i>	<i>FFDC-125293660</i>	<i>State:</i>	<i>Arkansas</i>
<i>First Filing Company:</i>	<i>American Automobile Insurance Company, ...</i>	<i>State Tracking Number:</i>	<i>AR-PC-07-026112</i>
<i>Company Tracking Number:</i>	<i>NARAB0307</i>		
<i>TOI:</i>	<i>05.0 Commercial Multi-Peril - Liability & Non-</i>	<i>Sub-TOI:</i>	<i>05.0000 CMP Sub-TOI Combinations</i>
	<i>Liability</i>		
<i>Product Name:</i>	<i>ABC Multicover Endorsement</i>		
<i>Project Name/Number:</i>	<i>ABC Multicover Endorsement/NWAB0307</i>		

Filing at a Glance

Companies: American Automobile Insurance Company, Associated Indemnity Corporation, Fireman's Fund Insurance Company, National Surety Corporation, The American Insurance Company

Product Name: ABC Multicover Endorsement	SERFF Tr Num: FFDC-125293660	State: Arkansas
TOI: 05.0 Commercial Multi-Peril - Liability & Non-Liability	SERFF Status: Closed	State Tr Num: AR-PC-07-026112
Sub-TOI: 05.0000 CMP Sub-TOI Combinations	Co Tr Num: NARAB0307	State Status:
Filing Type: Form	Co Status: Pending	Reviewer(s): Betty Montesi, Llyweyia Rawlins, Brittany Yielding
	Authors: Michelle Davanzo, Gina Bondanza	Disposition Date: 09/21/2007
	Date Submitted: 09/17/2007	Disposition Status: Approved
Effective Date Requested (New): 12/01/2007		Effective Date (New): 12/01/2007
Effective Date Requested (Renewal): 12/01/2007		Effective Date (Renewal):

General Information

Project Name: ABC Multicover Endorsement	Status of Filing in Domicile: Pending
Project Number: NWAB0307	Domicile Status Comments: New Nationwide
Reference Organization:	Reference Number:
Reference Title:	Advisory Org. Circular:
Filing Status Changed: 09/21/2007	
State Status Changed: 09/17/2007	Deemer Date:
Corresponding Filing Tracking Number:	
Filing Description:	
Dear Sir or Madam:	

We are submitting for your review and approval an update to our previously approved ABC MultiCover coverage endorsement. Our ABC MultiCover form AB9189 broadens the liability coverage provided under the American Business Coverage Property/Liability policy AB9000.

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The ABC MultiCover coverage changes in this filing are summarized below:

- Damage to Invitees' Automobile from Falling Trees or Tree Limbs- Limited Coverage. This new coverage grant provides limited coverage, without regard to fault, for specified damage to automobiles of invitees' on the insured's premises.
- Expected or Intended Injury- Amendment to Exclusion. This new coverage grant amends the exception to the Expected or Intended Injury exclusion so that the exception now also applies to Property Damage Liability in addition to Bodily Injury Liability.

This is a form filing only.

Enclosed in support of this filing are the following items:

- ABC MultiCover Endorsement – AB 91 89 08 07
- ABC MultiCover Endorsement – AB 91 89 08 07 – mark up copy
- Actuarial Memorandum; and
- Explanatory Memorandum

Your approval of this filing with a proposed effective date of December 1, 2007 is appreciated.

Company and Contact

Filing Contact Information

Michelle Davanzo, Regulatory Services Senior Analyst mdavanzo@ffic.com

777 San Marin Drive (415) 899-2660 [Phone]
Novato, CA 94998 (866) 290-0671[FAX]

Filing Company Information

American Automobile Insurance Company CoCode: 21849 State of Domicile: Missouri
777 San Marin Drive Group Code: 761 Company Type:

<i>SERFF Tracking Number:</i>	<i>FFDC-125293660</i>	<i>State:</i>	<i>Arkansas</i>
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Novato, CA 94998 (415) 899-2817 ext. [Phone]	Group Name: FEIN Number: 22-1608585 -----	State ID Number:
Associated Indemnity Corporation 777 San Marin Drive Novato, CA 94998 (415) 899-2817 ext. [Phone]	CoCode: 21865 Group Code: 761 Group Name: FEIN Number: 22-1708002 -----	State of Domicile: California Company Type: State ID Number:
Fireman's Fund Insurance Company 777 San Marin Drive Novato, CA 94998 (415) 899-3290 ext. [Phone]	CoCode: 21873 Group Code: 761 Group Name: FEIN Number: 94-1610280 -----	State of Domicile: California Company Type: State ID Number:
National Surety Corporation 777 San Marin Drive Novato, CA 94998 (415) 899-2817 ext. [Phone]	CoCode: 21881 Group Code: 761 Group Name: FEIN Number: 36-2704643 -----	State of Domicile: Illinois Company Type: State ID Number:
The American Insurance Company 777 San Marin Drive Novato, CA 94998 (415) 899-2817 ext. [Phone]	CoCode: 21857 Group Code: 761 Group Name: FEIN Number: 22-0731810 -----	State of Domicile: Nebraska Company Type: State ID Number:

SERFF Tracking Number: FFDC-125293660 State: Arkansas

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Company Tracking Number: NARAB0307

TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0000 CMP Sub-TOI Combinations
Liability

Product Name: ABC Multicover Endorsement

Project Name/Number: ABC Multicover Endorsement/NWAB0307

Filing Fees

Fee Required? Yes

Fee Amount: \$50.00

Retaliatory? No

Fee Explanation: SEE EFT

Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
American Automobile Insurance Company	\$50.00	09/17/2007	15658825
The American Insurance Company	\$0.00	09/17/2007	
Associated Indemnity Corporation	\$0.00	09/17/2007	
Fireman's Fund Insurance Company	\$0.00	09/17/2007	
National Surety Corporation	\$0.00	09/17/2007	

SERFF Tracking Number: *FFDC-125293660* *State:* *Arkansas*
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TOI: *05.0 Commercial Multi-Peril - Liability & Non- Liability* *Sub-TOI:* *05.0000 CMP Sub-TOI Combinations*
Product Name: *ABC Multicover Endorsement*
Project Name/Number: *ABC Multicover Endorsement/NWAB0307*

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	09/21/2007	09/21/2007

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Disposition

Disposition Date: 09/21/2007
Effective Date (New): 12/01/2007
Effective Date (Renewal):
Status: Approved
Comment:

Rate data does NOT apply to filing.

Overall Rate Information for Multiple Company Filings

Overall Percentage Rate Indicated For This Filing	0.000%
Overall Percentage Rate Impact For This Filing	0.000%
Effect of Rate Filing-Written Premium Change For This Program	\$0
Effect of Rate Filing - Number of Policyholders Affected	0

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	NAIC Form Transmittal	Approved	Yes
Supporting Document	Explanatory Memo	Approved	Yes
Supporting Document	Actuarial Memo	Approved	Yes
Supporting Document	Marked Copy	Approved	Yes
Form	ABC Multicover	Approved	Yes

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Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	ABC Multicover	AB 91 89	08 07	Endorsement/Amendment/Conditions Replaced	Replaced Form #:0.00 AB 91 89 05 99 Previous Filing #:		AB 91 89 08 07 MultiCover Endorsement.pdf

ABC MultiCover - AB 91 89 08 07

This endorsement modifies insurance provided under the following:
American Business Coverage

Your policy is broadened and clarified as follows:

1. Non Employment Discrimination Liability

Unless **Personal Injury** or **Advertising Injury** is excluded from this policy:

A. **Section III - Definitions**, Item 17. Personal Injury is amended to include:

f. Discrimination

B. **Section III - Definitions**, Item 2. Advertising Injury is amended to include:

e. Discrimination

C. **Section III - Definitions**, is amended to include:

30. **Discrimination** means the unlawful treatment of individuals based on race, color, ethnic origin, gender, religion, age, or sexual preference.

D. **Section II - Liability Coverage, Part H. Exclusions**, Item 1.p **Personal Injury** or **Advertising Injury** is amended to include:

(11) Arising out of **discrimination** directly or indirectly related to the past employment, employment or prospective employment of any person or class of persons by any insured; or

(12) Arising out of **discrimination** directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any dwelling, permanent lodging, or premises by or at the direction of any insured; or

(13) Arising out of **discrimination**, if insurance thereof is prohibited by law; or

(14) Fines, penalties, specific performance, or injunctions levied or imposed by a governmental entity, or governmental code, law, or statute because of **discrimination**.

2. Blanket Additional Insured

Section II - Liability Coverage, Part I. Who Is An Insured, Item 2. is amended to include:

f. Any person or organization that you are required by a written **insured contract** to include as an insured, subject to all of the following provisions:

(1) Coverage is limited to their liability arising out of:

(a) the ownership, maintenance or use of that part of the premises, or land owned by, rented to, or leased to you; or

(b) your ongoing operations performed for that insured; or

(c) that insured's financial control of you; or

(d) the maintenance, operation or use by you of equipment leased to you by such person(s) or organization(s); or

(e) a state or political subdivision permit issued to you.

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the **Fireman's Fund Insurance Companies** as named in the policy.



Secretary



President

(2) Coverage does not apply to any **occurrence** or offense:

- (a) which took place before the execution of, or subsequent to the completion or expiration of, the written **insured contract**, or
 - (b) which takes place after you cease to be a tenant in that premises.
- (3) With respect to architects, engineers, or surveyors, coverage does not apply to **Bodily Injury, Property Damage, Personal Injury or Advertising Injury** arising out of the rendering or the failure to render any professional services by or for you including:
- (a) The preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and
 - (b) Supervisory, inspection, or engineering services.

If an Additional Insured endorsement is attached to this policy that specifically names a person or organization as an insured, then this coverage does not apply to that person or organization.

3. **Blanket Additional Insured for Vendors**

Unless the **Products-Completed Operations Hazard** is excluded from this policy, **Section II – Liability Coverage, Part I. Who Is an Insured**, Item 2. is amended to include:

- g. Any vendor but only with respect to **Bodily Injury or Property Damage** arising out of **your products** which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:
 - 1. The insurance afforded the vendor does not apply to:
 - a. **Bodily Injury or Property Damage** for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract

or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

- b. Any express warranty unauthorized by you;
- c. Any physical or chemical change in the product made intentionally by the vendor;
- d. Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container.
- e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.

- 2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

If an Additional Insured - Vendors endorsement is attached to this policy that specifically names a person or organization as an insured, then this coverage does not apply to that person or organization.

4. **Blanket Waiver of Subrogation**

Section II – Liability Coverage, Part K. Liability and Medical Payments General Conditions, is amended to include:

6. Transfer of Rights of Recovery Against Others to us and Blanket Waiver of Subrogation
 - a. If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair those rights. At our request, the insured will bring suit or transfer those rights to us and help us enforce them.
 - b. If required by a written **insured contract**, we waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your operations or **your work** for that person or organization.

5. **Broadened Named Insured**

Section II – Liability Coverage, Part I. Who Is An Insured, Item 4. is replaced with:

4. All of your subsidiaries, companies, corporations, firms, or organizations, as now or hereafter constituted, qualify as Named Insured under this policy if:
 - (a) you have the responsibility of placing insurance for each such entity; and
 - (b) coverage for the entity is not otherwise more specifically provided; and
 - (c) the entity is incorporated or organized under the laws of the United States of America.

But each entity is insured only while you own, during the policy period, a controlling interest in such entity of greater than 50% of the stock or assets. However:

- (a) Coverage under this provision is afforded only until the end of the policy period, or

the 12 month anniversary of the policy inception date, whichever is earlier;

- (b) Coverage C does not apply to **bodily injury** or **property damage** that occurred before you acquired or formed the organization;
- (c) Coverage C does not apply to **personal injury** or **advertising injury** arising out of an offense committed before you acquired or formed the organization.

6. **Medical Payments**

Unless **Coverage D. Medical Payments** is excluded from this policy:

A. **Section II - Liability Coverage, Part H. Exclusions**, Item 2.f. is replaced with:

- f. Included within the **products-completed operations hazard**. However, this exclusion does not apply to expenses for dental services.

B. **Section II - Liability Coverage, Part G. Coverage, Item 2.**, is amended to include:

- c. **Coverage D. Medical Payments** is primary and not contributing with any other insurance, even if that other insurance is primary also.

7. **Tenant's Legal Liability**

A. **Section III – Liability Coverage, Part J. Liability and Medical Payments Limits of Insurance**, Item 3. is replaced with:

3. The most we will pay under Coverage C – Liability for damages because of **property damage** to premises while rented to you, temporarily occupied by you with the permission of the owner, or managed by you under a written agreement with the owner:
 - a. arising out of any Covered Cause of Loss shall be the greater of:
 - (1) \$1,000,000; or
 - (2) The Tenant's Legal Liability

limit shown in the Declarations.

8. **Chartered Aircraft**

Section II – Liability Coverage, Coverage C, Part H. Exclusions, Item 1.g. is amended to include:

- (5) An aircraft in which you have no ownership interest and that you have chartered with crew.

9. **Coverage Territory Broadened**

Section III - Definitions, Item 5.a. is replaced with:

- a. The United States of America (including its territories and possessions), Puerto Rico, Canada, Bermuda, the Bahamas, the Cayman Islands and the British Virgin Islands.

10. **Broadened Advertising Injury**

Unless **Advertising Injury** is excluded from this policy:

- A. **Section III - Definitions**, Item 2. is replaced with:

- 2. **Advertising Injury** means injury arising out of one or more of the following offenses:

- a. Oral, written, televised or videotaped publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- b. Oral, written, televised or videotaped publication of material that violates a person's right of privacy;
- c. Misappropriation of advertising ideas or style of doing business; or
- d. Infringement of trademark, copyright, title or slogan.

- B. **Section II – Liability Coverage, Coverage C, Part H. Exclusions**, Items 1.p.(1) and (2) are replaced with:

- (1) Arising out of oral, written, televised or videotaped publication of material, if done by or at the direction of the insured with knowledge of its falsity;
- (2) Arising out of oral, written, televised or videotaped publication of material whose first publication took place before the beginning of the policy period;

11. **Broadened Personal Injury**

Unless **Personal Injury** is excluded from this policy, **Section III – Property, Liability and Medical Payments Definitions**, Items 17.b., d. and e. are replaced with:

- b. Malicious prosecution or abuse of process;
- d. Oral, written, televised or videotaped publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- e. Oral, written, televised or videotaped publication of material that violates a person's right of privacy;

12. **Broadened Personal or Advertising Injury**

Unless **Personal Injury** or **Advertising Injury** is excluded from this policy, **Section II – Liability Coverage, Coverage C, Part H. Exclusions**, Item 1.p.(4) Exclusions is deleted in its entirety.

13. **Fellow Employees Coverage**

Section II – Liability Coverage, Part I. Who Is an Insured, Item 2.a.(1) is amended as follows:

- (1) **Personal Injury** to you or to a co-employee while in the course of his or her employment, or the spouse, child, fetus, embryo, parent, brother, sister or any member of the household of that employee or co-employee as a consequence of such **Personal Injury**, or for any obligation to share damages with or repay someone else who must pay damages because of the injury; or

14. **Mental Anguish Is Included in Bodily Injury**

Section III - Definitions, Item 4. is replaced with:

4. **Bodily injury** means **bodily injury**, sickness or disease sustained by a person. It includes death or mental anguish which result at any time from such physical harm, physical sickness or physical disease. Mental anguish means any type of mental or emotional illness or disease.

15. **Unintentional Failure to Disclose Hazards**

Section II – Liability Coverage, Part K. Liability and Medical Payments General Conditions, is amended to include:

6. Unintentional Failure to Disclose Hazards

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

16. **Supplementary Payments, Increase Limits**

Section II – Liability Coverage, Part G. Coverage, Items 1.e. (2) and (4) are replaced with:

- (2) The cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or suit including substantiated loss of earnings up to \$500 a day because of time off work.

17. **Per Location Aggregate**

- A. **Section II – Liability Coverage, Part J. Limits of Insurance**, Item 4. is amended to include:

The Aggregate Limit of Insurance applies separately to each **location** owned by you, rented to you, or occupied by you with the permission of the owner.

- B. **Section III – Property, Liability and Medical Payments Definitions**, is amended to include:

31. **Location** means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of railroad.

18. **Amended Duties in the Event of an Occurrence, Offense Claim or Suit**

Section II - Liability Coverage, Part K. Liability and Medical Payments General Conditions, Items 2.a. and b. are replaced with:

- a. In the event of an **occurrence**, offense, claim, or **suit**, you must promptly notify us. Your duty to promptly notify us is effective when your executive officers, partners, members, or legal representatives are aware of the General Liability **occurrence**, offense, claim, or **suit**. Knowledge of an **occurrence**, offense, claim, or **suit** by other employee(s) does not imply you also have such knowledge.
- b. To the extent possible, notice to us should include:
- (1) How, when and where the **occurrence** or offense took place;
- (2) The names, addresses, and telephone numbers of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the occurrence, offense, claim, or **suit**.

19. **Common Policy Conditions (AB 00 09 A 01 87), Part H. Other Insurance**, Item 2. is replaced with:

2. Coverage C - Liability

If other valid and collectible insurance is

available to **any** insured for a loss we cover under Coverage C of this Coverage Part our obligations are limited as follows:

- a. The insurance provided under this policy is primary if you are required by a written **insured contract** to include any person or organization as an insured, but only with respect to that insured's liability arising out of the ownership, maintenance, or use of that part of the premises owned by or rented to **you**, or **your work** for that insured by or for you. Any other insurance available to that person or organization is excess and noncontributory with this insurance, or;
- b. Except for the circumstance described in 2.a., above, the insurance provided under this policy is excess over any other liability insurance available to any insured whether such other insurance is written as primary, excess, contingent or any other basis. An exception applies when any insured specifically has purchased excess insurance to apply in excess of the limits of insurance shown in the Declarations of this Coverage Part for Coverage C.

20. Damage to Invitees' Automobiles from Falling Trees or Tree Limbs – Limited Coverage

The policy applies to direct physical damage to automobiles owned by invitees subject to all of the following:

1. Provided such damage originates from premises owned, managed, leased or rented by an insured;
2. Coverage applies only to invitees of an insured or an insured's tenant;
3. Such damage is directly caused by wind-driven falling trees or tree limbs;
4. The most we will pay for any one loss is the lesser of the actual cash value of the damaged automobile as of the time of the loss; or the cost of repairing or replacing the damaged automobile with another automobile of like kind and quality; subject to a limit of \$25,000 in any one policy period; and

All other terms and conditions of the policy apply.

5. This coverage is not subject to the General Liability General Aggregate Limit.

21. Expected or Intended Injury – Amendment to Exclusion

SECTION I. – 2. EXCLUSIONS a. Expected or Intended Injury, is replaced by the following:

- a. Expected or Intended Injury

Bodily injury or **property damage** expected or intended from the standpoint of the insured. This exclusion does not apply to **bodily injury or property damage** resulting from the use of reasonable force to protect persons or property.

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Rate Information

Rate data does NOT apply to filing.

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Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-Property & Casualty
Review Status: Approved 09/21/2007
Comments:
Attachment:
NAIC Transmittal Form.pdf

Satisfied -Name: NAIC Form Transmittal
Review Status: Approved 09/21/2007
Comments:
Attachment:
Form Filing Schedule.pdf

Satisfied -Name: Explanatory Memo
Review Status: Approved 09/21/2007
Comments:
Attachment:
Explanatory Memorandum.pdf

Satisfied -Name: Actuarial Memo
Review Status: Approved 09/21/2007
Comments:
Attachment:
Actuarial memorandum.pdf

Satisfied -Name: Marked Copy
Review Status: Approved 09/21/2007
Comments:
Attachment:
AB 91 89 08 07 MultiCover Endorsement - mark up.pdf

Property & Casualty Transmittal Document (Revised 1/1/06)**1. Reserved for Insurance
Dept. Use Only****2. Insurance Department Use only**

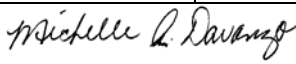
a. Date the filing is received:	
b. Analyst:	
c. Disposition:	
d. Date of disposition of the filing:	
e. Effective date of filing:	
New Business	
Renewal Business	
f. State Filing #:	
g. SERFF Filing #:	
h. Subject Codes	

3. Group Name	Group NAIC #
Fireman's Fund Insurance Companies	0761

4. Company Name(s)	Domicile	NAIC #	FEIN #
Fireman's Fund Insurance Company	California	21873	94-1610280
The American Insurance Company	Nebraska	21857	22-0731810
National Surety Corporation	Illinois	21881	36-2704643
Associated Indemnity Corporation	California	21865	22-1708002
American Automobile Insurance Company	Missouri	21849	22-1608585

5. Company Tracking Number	NARAB0307
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Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

6. Name and address	Title	Telephone #s	Fax #	e-mail
Michelle A. Davanzo 777 San Marin Drive Novato, California 94998	Regulatory Analyst	(415)899-2660	(866)290-0671	mdavanzo@ffic.com
7. Signature of authorized filer				
8. Please print name of authorized filer		Michelle A. Davanzo		

Filing information (see General Instructions for descriptions of these fields)

9. Type of Insurance (TOI)	5.0 Liability and Non Liability			
10. Sub-Type of Insurance (Sub-TOI)	5.0000 CMP – Sub – TOI Combinations			
11. State Specific Product code(s)(if applicable)[See State Specific Requirements]				
12. Company Program Title (Marketing title)				
13. Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other _____			
14. Effective Date(s) Requested	New:	12-01-07	Renewal:	12-01-07
15. Reference Filing?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
16. Reference Organization (if applicable)				
17. Reference Organization # & Title				
18. Company's Date of Filing	09-17-07			
19. Status of filing in domicile	<input type="checkbox"/> Not Filed <input checked="" type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved			

Property & Casualty Transmittal Document---

20.	This filing transmittal is part of Company Tracking # NARAB0307				
21.	Filing Description We are filing an update to our previously approved ABC MultiCover coverage endorsement. Our ABC MultiCover form AB9189 broadens the liability coverage provided under the American Business Coverage Property/Liability policy AB9000. The ABC MultiCover coverage changes in this filing are summarized below: <ul style="list-style-type: none">▪ Damage to Invitees' Automobile from Falling Trees or Tree Limbs- Limited Coverage. This new coverage grant provides limited coverage, without regard to fault, for specified damage to automobiles of invitees' on the insured's premises.▪ Expected or Intended Injury- Amendment to Exclusion. This new coverage grant amends the exception to the Expected or Intended Injury exclusion so that the exception now also applies to Property Damage Liability in addition to Bodily Injury Liability. This is a form filing only. Enclosed in support of this filing are the following items: <ul style="list-style-type: none">• ABC MultiCover Endorsement – AB 91 89 08 07• ABC MultiCover Endorsement – AB 91 89 08 07 – mark up copy• Actuarial Memorandum; and• Explanatory Memorandum				
22.	Filing Fees (Filer must provide check # and fee amount if applicable) [If a state requires you to show how you calculated your filing fees, place that calculation below] <table border="1"><tr><td>Check #:</td><td></td></tr><tr><td>Amount:</td><td>\$</td></tr></table> <div style="border: 1px solid black; height: 40px; width: 100%;"></div> Refer to each state's checklist for additional state specific requirements or instructions on calculating fees. ***Refer to each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)	Check #:		Amount:	\$
Check #:					
Amount:	\$				

Effective January 1, 2006

FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)
(Do not refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #	NARAB0307			
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)				
3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01	ABC MultiCover	AB 91 89 08 07	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	AB 91 89 05 99	
02			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		



MultiCover Explanatory Memorandum

We are filing an update to our previously approved ABC MultiCover coverage endorsement. Our ABC MultiCover form AB9189 broadens the liability coverage provided under the American Business Coverage Property/Liability policy AB9000.

The ABC MultiCover coverage changes in this filing are summarized below:

- Damage to Invitees' Automobile from Falling Trees or Tree Limbs- Limited Coverage. This new coverage grant provides limited coverage, without regard to fault, for specified damage to automobiles of invitees' on the insured's premises.
- Expected or Intended Injury- Amendment to Exclusion. This new coverage grant amends the exception to the Expected or Intended Injury exclusion so that the exception now also applies to Property Damage Liability in addition to Bodily Injury Liability.

Fireman's Fund Insurance Companies

ABC MultiCover Actuarial Memorandum

We are changing the coverage available within the ABC MultiCover endorsement as follows:

- Damage to Invitees' Automobile from Falling Trees or Tree Limbs- Limited Coverage. The new coverage grant provides limited coverage, without regard to fault, for specified damage to automobiles of invitees' on the insured's premises.
- Expected or Intended Injury- Amendment to Exclusion. This new coverage grant amends the exception to the Expected or Intended Injury exclusion so that the exception now also applies to Property Damage Liability in addition to Bodily Injury Liability.

We are not changing the premium charged for ABC MultiCover; to the best of our knowledge these two changes will not impact the loss experience of this coverage, on that basis this form filing has no rate impact.

We will monitor the results and file rate changes as needed to maintain the appropriate premium level for the ABC MultiCover endorsement.

ABC MultiCover - AB 91 89 08 07

This endorsement modifies insurance provided under the following:
American Business Coverage

Your policy is broadened and clarified as follows:

1. Non Employment Discrimination Liability

Unless **Personal Injury** or **Advertising Injury** is excluded from this policy:

A. **Section III - Definitions**, Item 17. Personal Injury is amended to include:

f. Discrimination

B. **Section III - Definitions**, Item 2. Advertising Injury is amended to include:

e. Discrimination

C. **Section III - Definitions**, is amended to include:

30. **Discrimination** means the unlawful treatment of individuals based on race, color, ethnic origin, gender, religion, age, or sexual preference.

D. **Section II - Liability Coverage, Part H. Exclusions**, Item 1.p **Personal Injury** or **Advertising Injury** is amended to include:

(11) Arising out of **discrimination** directly or indirectly related to the past employment, employment or prospective employment of any person or class of persons by any insured; or

(12) Arising out of **discrimination** directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any dwelling, permanent lodging, or premises by or at the direction of any insured; or

(13) Arising out of **discrimination**, if insurance thereof is prohibited by law; or

(14) Fines, penalties, specific performance, or injunctions levied or imposed by a governmental entity, or governmental code, law, or statute because of **discrimination**.

2. Blanket Additional Insured

Section II - Liability Coverage, Part I. Who Is An Insured, Item 2. is amended to include:

f. Any person or organization that you are required by a written **insured contract** to include as an insured, subject to all of the following provisions:

(1) Coverage is limited to their liability arising out of:

(a) the ownership, maintenance or use of that part of the premises, or land owned by, rented to, or leased to you; or

(b) your ongoing operations performed for that insured; or

(c) that insured's financial control of you; or

(d) the maintenance, operation or use by you of equipment leased to you by such person(s) or organization(s); or

(e) a state or political subdivision permit issued to you.

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the **Fireman's Fund Insurance Companies** as named in the policy

Secretary

President

(2) Coverage does not apply to any **occurrence** or offense:

- (a) which took place before the execution of, or subsequent to the completion or expiration of, the written **insured contract**, or
 - (b) which takes place after you cease to be a tenant in that premises.
- (3) With respect to architects, engineers, or surveyors, coverage does not apply to **Bodily Injury, Property Damage, Personal Injury or Advertising Injury** arising out of the rendering or the failure to render any professional services by or for you including:
- (a) The preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and
 - (b) Supervisory, inspection, or engineering services.

If an Additional Insured endorsement is attached to this policy that specifically names a person or organization as an insured, then this coverage does not apply to that person or organization.

3. **Blanket Additional Insured for Vendors**

Unless the **Products-Completed Operations Hazard** is excluded from this policy, **Section II – Liability Coverage, Part I. Who Is an Insured**, Item 2. is amended to include:

- g. Any vendor but only with respect to **Bodily Injury or Property Damage** arising out of **your products** which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:
 - 1. The insurance afforded the vendor does not apply to:
 - a. **Bodily Injury or Property Damage** for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract

or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

- b. Any express warranty unauthorized by you;
- c. Any physical or chemical change in the product made intentionally by the vendor;
- d. Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container.
- e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.

- 2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

If an Additional Insured - Vendors endorsement is attached to this policy that specifically names a person or organization as an insured, then this coverage does not apply to that person or organization.

4. **Blanket Waiver of Subrogation**

Section II – Liability Coverage, Part K. Liability and Medical Payments General Conditions, is amended to include:

6. Transfer of Rights of Recovery Against Others to us and Blanket Waiver of Subrogation

- a. If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair those rights. At our request, the insured will bring suit or transfer those rights to us and help us enforce them.
- b. If required by a written **insured contract**, we waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your operations or **your work** for that person or organization.

5. **Broadened Named Insured**

Section II – Liability Coverage, Part I. Who Is An Insured, Item 4. is replaced with:

4. All of your subsidiaries, companies, corporations, firms, or organizations, as now or hereafter constituted, qualify as Named Insured under this policy if:

- (a) you have the responsibility of placing insurance for each such entity; and
- (b) coverage for the entity is not otherwise more specifically provided; and
- (c) the entity is incorporated or organized under the laws of the United States of America.

But each entity is insured only while you own, during the policy period, a controlling interest in such entity of greater than 50% of the stock or assets. However:

- (a) Coverage under this provision is afforded

the 12 month anniversary of the policy inception date, whichever is earlier;

- (b) Coverage C does not apply to **bodily injury** or **property damage** that occurred before you acquired or formed the organization;
- (c) Coverage C does not apply to **personal injury** or **advertising injury** arising out of an offense committed before you acquired or formed the organization.

6. **Medical Payments**

Unless **Coverage D. Medical Payments** is excluded from this policy:

A. **Section II - Liability Coverage, Part H. Exclusions**, Item 2.f. is replaced with:

- f. Included within the **products-completed operations hazard**. However, this exclusion does not apply to expenses for dental services.

B. **Section II - Liability Coverage, Part G. Coverage, Item 2.**, is amended to include:

- c. **Coverage D. Medical Payments** is primary and not contributing with any other insurance, even if that other insurance is primary also.

7. **Tenant's Legal Liability**

A. **Section III – Liability Coverage, Part J. Liability and Medical Payments Limits of Insurance**, Item 3. is replaced with:

3. The most we will pay under Coverage C – Liability for damages because of **property damage** to premises while rented to you, temporarily occupied by you with the permission of the owner, or managed by you under a written agreement with the owner:

- a. arising out of any Covered Cause of Loss shall be the greater of:

- (1) \$1,000,000; or

only until the end of the policy period, or

limit shown in the Declarations.

8. **Chartered Aircraft**

Section II – Liability Coverage, Coverage C, Part H. Exclusions, Item 1.g. is amended to include:

- (5) An aircraft in which you have no ownership interest and that you have chartered with crew.

9. **Coverage Territory Broadened**

Section III - Definitions, Item 5.a. is replaced with:

- a. The United States of America (including its territories and possessions), Puerto Rico, Canada, Bermuda, the Bahamas, the Cayman Islands and the British Virgin Islands.

10. **Broadened Advertising Injury**

Unless **Advertising Injury** is excluded from this policy:

- A. **Section III - Definitions**, Item 2. is replaced with:

- 2. **Advertising Injury** means injury arising out of one or more of the following offenses:

- a. Oral, written, televised or videotaped publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- b. Oral, written, televised or videotaped publication of material that violates a person's right of privacy;
- c. Misappropriation of advertising ideas or style of doing business; or
- d. Infringement of trademark, copyright, title or slogan.

(2) The Tenant's Legal Liability

- B. **Section II – Liability Coverage, Coverage C, Part H. Exclusions**, Items 1.p.(1) and (2) are replaced with:

- (1) Arising out of oral, written, televised or videotaped publication of material, if done by or at the direction of the insured with knowledge of its falsity;
- (2) Arising out of oral, written, televised or videotaped publication of material whose first publication took place before the beginning of the policy period;

11. **Broadened Personal Injury**

Unless **Personal Injury** is excluded from this policy, **Section III – Property, Liability and Medical Payments Definitions**, Items 17.b., d. and e. are replaced with:

- b. Malicious prosecution or abuse of process;
- d. Oral, written, televised or videotaped publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- e. Oral, written, televised or videotaped publication of material that violates a person's right of privacy;

12. **Broadened Personal or Advertising Injury**

Unless **Personal Injury** or **Advertising Injury** is excluded from this policy, **Section II – Liability Coverage, Coverage C, Part H. Exclusions**, Item 1.p.(4) Exclusions is deleted in its entirety.

13. **Fellow Employees Coverage**

Section II – Liability Coverage, Part I. Who Is an Insured, Item 2.a.(1) is amended as follows:

- (1) **Personal Injury** to you or to a co-employee while in the course of his or her employment, or the spouse, child, fetus, embryo, parent, brother, sister or any member of the household of that employee or co-employee as a consequence of such **Personal Injury**, or for any obligation to share damages with or

repay someone else who must pay damages because of the injury; or

14. **Mental Anguish Is Included in Bodily Injury**

Section III - Definitions, Item 4. is replaced with:

4. **Bodily injury** means **bodily injury**, sickness or disease sustained by a person. It includes death or mental anguish which result at any time from such physical harm, physical sickness or physical disease. Mental anguish means any type of mental or emotional illness or disease.

15. **Unintentional Failure to Disclose Hazards**

Section II – Liability Coverage, Part K. Liability and Medical Payments General Conditions, is amended to include:

6. Unintentional Failure to Disclose Hazards

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

16. **Supplementary Payments, Increase Limits**

Section II – Liability Coverage, Part G. Coverage, Items 1.e. (2) and (4) are replaced with:

- (2) The cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or suit including substantiated loss of earnings up to \$500 a day because of time off work.

17. **Per Location Aggregate**

- A. **Section II – Liability Coverage, Part J.**

The Aggregate Limit of Insurance applies separately to each **location** owned by you, rented to you, or occupied by you with the permission of the owner.

- B. **Section III – Property, Liability and Medical Payments Definitions**, is amended to include:

31. **Location** means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of railroad.

18. **Amended Duties in the Event of an Occurrence, Offense Claim or Suit**

Section II - Liability Coverage, Part K. Liability and Medical Payments General Conditions, Items 2.a. and b. are replaced with:

- a. In the event of an **occurrence**, offense, claim, or **suit**, you must promptly notify us. Your duty to promptly notify us is effective when your executive officers, partners, members, or legal representatives are aware of the General Liability **occurrence**, offense, claim, or **suit**. Knowledge of an **occurrence**, offense, claim, or **suit** by other employee(s) does not imply you also have such knowledge.

- b. To the extent possible, notice to us should include:

- (1) How, when and where the **occurrence** or offense took place;
- (2) The names, addresses, and telephone numbers of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the occurrence, offense, claim, or **suit**.

19. **Common Policy Conditions (AB 00 09 A 01 87), Part H. Other Insurance**, Item 2. is replaced with:

Limits of Insurance, Item 4. is amended to include:

available to **any** insured for a loss we cover under Coverage C of this Coverage Part our obligations are limited as follows:

- a. The insurance provided under this policy is primary if you are required by a written **insured contract** to include any person or organization as an insured, but only with respect to that insured's liability arising out of the ownership, maintenance, or use of that part of the premises owned by or rented to **you**, or **your work** for that insured by or for you. Any other insurance available to that person or organization is excess and noncontributory with this insurance, or;
- b. Except for the circumstance described in 2.a., above, the insurance provided under this policy is excess over any other liability insurance available to any insured whether such other insurance is written as primary, excess, contingent or any other basis. An exception applies when any insured specifically has purchased excess insurance to apply in excess of the limits of insurance shown in the Declarations of this Coverage Part for Coverage C.

20. Damage to Invitees' Automobiles from Falling Trees or Tree Limbs – Limited Coverage

The policy applies to direct physical damage to automobiles owned by invitees subject to all of the following:

1. Provided such damage originates from premises owned, managed, leased or rented by an insured;
2. Coverage applies only to invitees of an insured or an insured's tenant;
3. Such damage is directly caused by wind-driven falling trees or tree limbs;
4. The most we will pay for any one loss is the lesser of the actual cash value of the damaged automobile as of the time of the loss; or the cost of repairing or replacing the damaged automobile with another automobile of like kind and quality; subject to a limit of \$25,000 in any one policy period; and

2. Coverage C - Liability

If other valid and collectible insurance is

21. Expected or Intended Injury – Amendment to Exclusion

SECTION I. – 2. EXCLUSIONS a. Expected or Intended Injury, is replaced by the following:

a. Expected or Intended Injury

Bodily injury or property damage expected or intended from the standpoint of the insured. This exclusion does not apply to **bodily injury or property damage** resulting from the use of reasonable force to protect persons or property.

5. This coverage is not subject to the General Liability General Aggregate Limit.

All other terms and conditions of the policy apply.